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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

DAVID LEONI

**Plaintiff,**

V.

EXPERIAN INFORMATION SOLUTIONS,  
INC. and MILITARY STAR.

### Defendants.

Case No. 2:17-cv-01408-RFB-VCF

**DEFENDANT EXPERIAN  
INFORMATION SOLUTIONS, INC.'S  
ANSWER TO PLAINTIFF'S FIRST  
AMENDED COMPLAINT AND JURY  
DEMAND**

Complaint Filed: May 18, 2017

## **ANSWER AND AFFIRMATIVE DEFENSES**

COMES NOW Defendant Experian Information Solutions, Inc. (“Experian”), by and through its undersigned counsel, and answers Plaintiff David Leoni’s (“Plaintiff”) First Amended Complaint (the “Complaint”) as follows:

## **JURISDICTION AND VENUE**

1. In response to paragraph 1 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction based on 15 U.S.C. § 1681 et seq., and 28 U.S.C. § 1331. Experian states this is a legal conclusion which is not subject to denial or admission.

1           2. In response to paragraph 2 of the Complaint, Experian admits that the Complaint  
2 purports to state claims under the FCRA. Experian denies that it has violated the FCRA and  
3 denies that it is liable to Plaintiff for any alleged damages. As to the allegations in paragraph 2  
4 that relate to the other defendant, Experian is without knowledge or information sufficient to form  
5 a belief as to the truth of those allegations and, on that basis, denies, generally and specifically,  
6 each and every remaining allegation contained in paragraph 2 of the Complaint.

7       3.     In response to paragraph 3 of the Complaint, Experian admits that Plaintiff has  
8     alleged venue in this district is proper pursuant to 28 U.S.C. § 1391(b). Experian states that this  
9     is a legal conclusion which is not subject to denial or admission. Experian further admits that it is  
10    qualified to do business and conducts business in the State of Nevada. As to the allegations in  
11    paragraph 3 which relate to the other defendant, Experian is without knowledge or information  
12    sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally  
13    and specifically, each and every remaining allegation contained in paragraph 3 of the Complaint.

## PARTIES

15           4. In response to paragraph 4 of the Complaint, Experian is without knowledge or  
16 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
17 that basis, denies, generally and specifically, each and every allegation contained in paragraph 4  
18 of the Complaint.

19       5.     In response to paragraph 5 of the Complaint, Experian is without knowledge or  
20 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
21 that basis, denies, generally and specifically, each and every allegation contained in paragraph 5  
22 of the Complaint.

23           6.       In response to paragraph 6 of the Complaint, Experian is without knowledge or  
24 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
25 that basis, denies, generally and specifically, each and every allegation contained in paragraph 6  
26 of the Complaint.

27        7. In response to paragraph 7 of the Complaint, Experian admits that it is a  
28 “consumer reporting agency” as that term is defined by 15 U.S.C. § 1681a(f), and, as such, issues

1 consumer reports as defined by 15 U.S.C. § 1681a(d). Experian further admits that it is an Ohio  
2 corporation, with its principal place of business in Costa Mesa, California. Experian further  
3 admits that it is qualified to do business and conducts business in the State of Nevada. Except as  
4 specifically admitted, Experian is without knowledge or information sufficient to form a belief as  
5 to the truth of those allegations and, on that basis, denies generally and specifically, each and  
6 every allegation contained therein.

7        8. In response to paragraph 8 of the Complaint, Experian denies, generally and  
8 specifically, each and every allegation therein that relates to Experian. As to the allegations in  
9 paragraph 8 which relate to the other defendant, Experian is without knowledge or information  
10 sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally  
11 and specifically, each and every remaining allegation contained in paragraph 8 of the Complaint.

## INTRODUCTION

13        9. In response to paragraph 9 of the Complaint, Experian admits that the allegations  
14 contained therein appear to set forth a rationale or legislative intent behind the federal Fair Credit  
15 Reporting Act and a portion of the FCRA. Experian affirmatively states that the FCRA speaks  
16 for itself and, on that basis, denies any allegations of paragraph 9 inconsistent therewith.

17        10. In response to paragraph 10 of the Complaint, Experian admits that the allegations  
18 contained therein appear to set forth a rationale or legislative intent behind the FCRA and a  
19 portion of the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that  
20 basis, denies any allegations of paragraph 10 inconsistent therewith.

## **GENERAL ALLEGATIONS**

22        11. In response to paragraph 11 of the Complaint, Experian is without knowledge or  
23 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
24 that basis, denies, generally and specifically, each and every allegation contained in paragraph 11  
25 of the Complaint.

26       12. In response to paragraph 12 of the Complaint, Experian is without knowledge or  
27 information sufficient to form a belief as to the truth of those allegations and, on that basis,

1 denies, generally and specifically, each and every allegation contained in paragraph 12 of the  
2 Complaint.

3       13. In response to paragraph 13 of the Complaint, Experian is without knowledge or  
4 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
5 that basis, denies, generally and specifically, each and every allegation contained in paragraph 13  
6 of the Complaint.

7       14. In response to paragraph 14 of the Complaint, Experian states that the allegations  
8 contained therein are legal conclusions not subject to admission or denial. To the extent a  
9 response is required, Experian is without knowledge or information sufficient to form a belief as  
10 to the truth of the allegations contained in paragraph 14 of the Complaint and, on that basis,  
11 denies, generally and specifically, each and every allegation contained therein.

12       15. In response to paragraph 15 of the Complaint, Experian is without knowledge or  
13 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
14 that basis, denies, generally and specifically, each and every allegation contained in paragraph 15  
15 of the Complaint.

16       16. In response to paragraph 16 of the Complaint, Experian is without knowledge or  
17 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
18 that basis, denies, generally and specifically, each and every allegation contained in paragraph 16  
19 of the Complaint.

20       17. In response to paragraph 17 of the Complaint, Experian is without knowledge or  
21 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
22 that basis, denies, generally and specifically, each and every allegation contained in paragraph 17  
23 of the Complaint.

24       18. In response to paragraph 18 of the Complaint, Experian denies that Plaintiff ever  
25 had any debt with respect to Experian. Experian also denies, generally and specifically, each and  
26 every allegation contained therein that relates to Experian. As to the allegations in paragraph 18  
27 of the Complaint which relate to the other defendant, Experian is without knowledge or  
28 information sufficient to form a belief as to the truth of those allegations and, on that basis,

1       denies, generally and specifically, each and every remaining allegation contained in paragraph 18  
 2       of the Complaint.

3           19.      In response to paragraph 19 of the Complaint, Experian denies that Plaintiff ever  
 4       had any debt with respect to Experian. Experian also denies, generally and specifically, each and  
 5       every allegation contained therein that relates to Experian. As to the allegations in paragraph 19  
 6       of the Complaint which relate to the other defendant, Experian is without knowledge or  
 7       information sufficient to form a belief as to the truth of those allegations and, on that basis,  
 8       denies, generally and specifically, each and every remaining allegation contained in paragraph 19  
 9       of the Complaint.

10          20.     In response to paragraph 20 of the Complaint, Experian admits that the allegations  
 11       contained therein appear to set forth an explanation of the Consumer Data Industry Association's  
 12       Metro 2 reporting standards. Experian affirmatively states that the Consumer Data Industry  
 13       Association's Metro 2 reporting standards speak for themselves and, on that basis, denies any  
 14       allegations of paragraph 20 inconsistent therewith. As to the allegations in paragraph 20 that  
 15       relate to Experian, Experian denies, generally and specifically, each and every allegation  
 16       contained therein. As to the allegations in paragraph 20 of the Complaint which relate to the  
 17       other defendant, Experian is without knowledge or information sufficient to form a belief as to  
 18       the truth of those allegations and, on that basis, denies, generally and specifically, each and every  
 19       remaining allegation contained in paragraph 20 of the Complaint.

20          21.     In response to paragraph 21 of the Complaint, Experian admits that the allegations  
 21       contained therein appear to set forth an explanation of the Consumer Data Industry Association's  
 22       Metro 2 reporting standards. Experian affirmatively states that the Consumer Data Industry  
 23       Association's Metro 2 reporting standards speak for themselves and, on that basis, denies any  
 24       allegations of paragraph 21 inconsistent therewith. In response to the allegation that "courts rely  
 25       on such guidance," and the footnote to paragraph 21, Experian states that these are legal  
 26       conclusions which are not subject to denial or admission.

27          22.     In response to paragraph 22 of the Complaint, Experian is without knowledge or  
 28       information sufficient to form a belief as to the truth of the allegations contained therein and, on

1 that basis, denies, generally and specifically, each and every allegation contained in  
2 paragraph 22 of the Complaint.

3       23. In response to paragraph 23 of the Complaint, Experian is without knowledge or  
4 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
5 that basis, denies, generally and specifically, each and every allegation contained in paragraph 23  
6 of the Complaint.

7       24. In response to paragraph 24 of the Complaint, Experian is without knowledge or  
8 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
9 that basis, denies, generally and specifically, each and every allegation contained in paragraph 24  
10 of the Complaint.

11       25. In response to paragraph 25 of the Complaint, Experian is without knowledge or  
12 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
13 that basis, denies, generally and specifically, each and every allegation contained in paragraph 25  
14 of the Complaint.

15       26. In response to paragraph 26 of the Complaint, Experian denies, generally and  
16 specifically, each and every allegation therein that relates to Experian. As to the allegations in  
17 paragraph 26 which relate to the other defendant, Experian is without knowledge or information  
18 sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally  
19 and specifically, each and every remaining allegation contained in paragraph 26 of the Complaint.

20       27. In response to paragraph 27 of the Complaint, Experian denies, generally and  
21 specifically, each and every allegation therein that relates to Experian. As to the allegations in  
22 paragraph 27 which relate to the other defendant, Experian is without knowledge or information  
23 sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally  
24 and specifically, each and every remaining allegation contained in paragraph 27 of the Complaint.

25       28. In response to paragraph 28 of the Complaint, and the footnote thereto, Experian  
26 states that the allegations contained therein are legal conclusions which are not subject to denial  
27 or admission. To the extent a response is required, Experian is without knowledge or information  
28 sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the

1 Complaint and, on that basis, denies, generally and specifically, each and every allegation  
 2 contained therein.

3       29. In response to paragraph 29 of the Complaint, Experian states that the allegations  
 4 contained therein are legal conclusions which are not subject to admission or denial. To the  
 5 extent a response is required, Experian denies, generally and specifically, each and every  
 6 allegation contained therein.

7                   **INDIVIDUAL ALLEGATIONS - MILITARY STAR AND EXPERIAN**

8                   **MISREPORTED CREDIT INFORMATION RE: ACCOUNT NO. 5743<sup>1</sup>**

9       30. In response to paragraph 30 of the Complaint, Experian denies, generally and  
 10 specifically, each and every allegation contained therein that relates to Experian. As to the  
 11 allegations in paragraph 30 of the Complaint which relate to the other defendant, Experian is  
 12 without knowledge or information sufficient to form a belief as to the truth of those allegations  
 13 and, on that basis, denies, generally and specifically, each and every remaining allegation  
 14 contained in paragraph 30 of the Complaint.

15       31. In response to paragraph 31 of the Complaint, Experian states that the allegations  
 16 contained therein are legal conclusions not subject to admission or denial. Experian further  
 17 affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of  
 18 paragraph 31 inconsistent therewith. To the extent a response is required, Experian denies,  
 19 generally and specifically, each and every allegation of paragraph 31.

20       32. In response to paragraph 32 of the Complaint, Experian denies, generally and  
 21 specifically, each and every allegation contained therein.

22       33. In response to paragraph 33 of the Complaint, Experian states that the allegations  
 23 contained therein are legal conclusions not subject to admission or denial and appear to set forth a  
 24 portion of the federal FCRA. Experian further affirmatively states that the FCRA speaks for itself

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25                   <sup>1</sup> In response to the heading titled “INDIVIDUAL ALLEGATIONS - MILITARY STAR  
 26 AND EXPERIAN MISREPORTED CREDIT INFORMATION RE: ACCOUNT NO. 5743,”  
 27 Experian denies, generally and specifically, each and every allegation contained therein that  
 28 relates to Experian. With respect to the allegations contained therein which relate to the other  
 defendant, Experian is without knowledge or information sufficient to form a belief as to the truth  
 of the allegations contained in the heading and, on that basis, denies, generally and specifically,  
 each and every allegation contained therein.

1 and, on that basis, denies any allegations of paragraph 33 inconsistent therewith. To the extent a  
2 response is required, Experian is without knowledge or information sufficient to form a belief as  
3 to the truth of the allegations contained in paragraph 33 of the Complaint and, on that basis,  
4 denies, generally and specifically, each and every allegation contained therein.

5 34. In response to paragraph 34 of the Complaint, Experian states that the allegations  
6 contained therein are legal conclusions not subject to admission or denial and appear to set forth a  
7 portion of the federal FCRA. Experian further affirmatively states that the FCRA speaks for itself  
8 and, on that basis, denies any allegations of paragraph 34 inconsistent therewith. To the extent a  
9 response is required, Experian denies, generally and specifically, each and every allegation of  
10 paragraph 34.

11 35. In response to paragraph 35 of the Complaint, Experian is without knowledge or  
12 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
13 that basis, denies, generally and specifically, each and every allegation contained in  
14 paragraph 35 of the Complaint.

15 36. In response to paragraph 36 of the Complaint, Experian states that the allegations  
16 contained therein are legal conclusions which are not subject to denial or admission. To the  
17 extent a response is required, Experian denies, generally and specifically, each and every  
18 allegation contained therein.

19 37. In response to paragraph 37 of the Complaint, Experian states that the allegations  
20 contained therein are legal conclusions which are not subject to denial or admission. To the  
21 extent a response is required, Experian denies, generally and specifically, each and every  
22 allegation contained therein.

23 38. In response to paragraph 38 of the Complaint, Experian states that the allegations  
24 contained therein are legal conclusions which are not subject to denial or admission. To the  
25 extent a response is required, Experian denies, generally and specifically, each and every  
26 allegation contained therein that relates to Experian. As to the allegations in paragraph 38 of the  
27 Complaint which relate to the other defendant, Experian is without knowledge or information  
28

1 sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally  
 2 and specifically, each and every remaining allegation contained in paragraph 38 of the Complaint.

3       39. In response to paragraph 39 of the Complaint, Experian states that the allegations  
 4 contained therein are legal conclusions which are not subject to denial or admission. To the  
 5 extent a response is required, Experian denies, generally and specifically, each and every  
 6 allegation contained therein that relates to Experian. As to the allegations in paragraph 39 of the  
 7 Complaint which relate to the other defendant, Experian is without knowledge or information  
 8 sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally  
 9 and specifically, each and every remaining allegation contained in paragraph 39 of the Complaint.

10      40. In response to paragraph 40 of the Complaint, Experian states that the allegations  
 11 contained therein are legal conclusions which are not subject to denial or admission. To the  
 12 extent a response is required, Experian denies, generally and specifically, each and every  
 13 allegation contained therein that relates to Experian. As to the allegations in paragraph 40 of the  
 14 Complaint which relate to the other defendant, Experian is without knowledge or information  
 15 sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally  
 16 and specifically, each and every remaining allegation contained in paragraph 40 of the Complaint.

17      41. In response to paragraph 41 of the Complaint, Experian denies, generally and  
 18 specifically, each and every allegation contained therein that relates to Experian. As to the  
 19 allegations in paragraph 41 of the Complaint which relate to the other defendant, Experian is  
 20 without knowledge or information sufficient to form a belief as to the truth of those allegations  
 21 and, on that basis, denies, generally and specifically, each and every remaining allegation  
 22 contained in paragraph 41 of the Complaint.

23      42. In response to paragraph 42 of the Complaint, Experian states that the allegations  
 24 contained therein are legal conclusions which are not subject to denial or admission. To the  
 25 extent a response is required, Experian denies, generally and specifically, each and every  
 26 allegation contained therein.

27      43. In response to paragraph 43 of the Complaint, Experian states that the allegations  
 28 contained therein are legal conclusions which are not subject to denial or admission. To the

1 extent a response is required, Experian denies that any information was materially misleading or  
2 confusing. As to the remaining allegations, Experian is without knowledge or information  
3 sufficient to form a belief as to the truth of the allegations contained therein and, on that basis,  
4 denies, generally and specifically, each and every allegation contained in paragraph 43 of the  
5 Complaint.

6       44. In response to paragraph 44 of the Complaint, Experian denies, generally and  
7 specifically, each and every allegation contained therein that relates to Experian. As to the  
8 allegations in paragraph 44 of the Complaint which relate to the other defendant, Experian is  
9 without knowledge or information sufficient to form a belief as to the truth of those allegations  
10 and, on that basis, denies, generally and specifically, each and every remaining allegation  
11 contained in paragraph 44 of the Complaint.

12       45. In response to paragraph 45 of the Complaint, Experian denies, generally and  
13 specifically, each and every allegation contained therein that relates to Experian. As to the  
14 allegations in paragraph 45 of the Complaint which relate to the other defendant, Experian is  
15 without knowledge or information sufficient to form a belief as to the truth of those allegations  
16 and, on that basis, denies, generally and specifically, each and every remaining allegation  
17 contained in paragraph 45 of the Complaint.

18       46. In response to paragraph 46 of the Complaint, Experian states that the allegations  
19 contained therein are legal conclusions which are not subject to denial or admission. To the  
20 extent a response is required, Experian denies, generally and specifically, each and every  
21 allegation contained therein.

22       47. In response to paragraph 47 of the Complaint, Experian states that the allegations  
23 contained therein are legal conclusions which are not subject to denial or admission. To the  
24 extent a response is required, Experian denies, generally and specifically, each and every  
25 allegation contained therein that relates to Experian. As to the allegations in paragraph 47 of the  
26 Complaint which relate to the other defendant, Experian is without knowledge or information  
27 sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally  
28 and specifically, each and every remaining allegation contained in paragraph 47 of the Complaint.

1       48. In response to paragraph 48 of the Complaint, Experian states that the allegations  
2 contained therein are legal conclusions which are not subject to denial or admission. To the  
3 extent a response is required, Experian denies, generally and specifically, each and every  
4 allegation contained therein that relates to Experian. As to the allegations in paragraph 48 of the  
5 Complaint which relate to the other defendant, Experian is without knowledge or information  
6 sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally  
7 and specifically, each and every remaining allegation contained in paragraph 48 of the Complaint.

8       49. In response to paragraph 49 of the Complaint, Experian denies, generally and  
9 specifically, each and every allegation contained therein that relates to Experian. As to the  
10 allegations in paragraph 49 of the Complaint which relate to the other defendant, Experian is  
11 without knowledge or information sufficient to form a belief as to the truth of those allegations  
12 and, on that basis, denies, generally and specifically, each and every remaining allegation  
13 contained in paragraph 49 of the Complaint.

14       50. In response to paragraph 50 of the Complaint, Experian denies, generally and  
15 specifically, each and every allegation contained therein that relates to Experian. As to the  
16 allegations in paragraph 50 of the Complaint which relate to the other defendant, Experian is  
17 without knowledge or information sufficient to form a belief as to the truth of those allegations  
18 and, on that basis, denies, generally and specifically, each and every remaining allegation  
19 contained in paragraph 50 of the Complaint.

20       51. In response to paragraph 51 of the Complaint, Experian denies, generally and  
21 specifically, each and every allegation contained therein that relates to Experian. As to the  
22 allegations in paragraph 51 of the Complaint which relate to the other defendant, Experian is  
23 without knowledge or information sufficient to form a belief as to the truth of those allegations  
24 and, on that basis, denies, generally and specifically, each and every remaining allegation  
25 contained in paragraph 51 of the Complaint.

26       52. In response to paragraph 52 of the Complaint, Experian denies, generally and  
27 specifically, each and every allegation contained therein that relates to Experian. As to the  
28 allegations in paragraph 52 of the Complaint which relate to the other defendant, Experian is

1 without knowledge or information sufficient to form a belief as to the truth of those allegations  
2 and, on that basis, denies, generally and specifically, each and every remaining allegation  
3 contained in paragraph 52 of the Complaint.

4 **CLASS ALLEGATIONS – EXPERIAN**

5 **Violations of 15 U.S.C. §§ 1681g and 1681e(b)**

6 53. In response to paragraph 53 of the Complaint, Experian states that the allegations  
7 contained therein are legal conclusions which are not subject to denial or admission. To the  
8 extent a response is required, Experian denies, generally and specifically, each and every  
9 allegation contained therein that relates to Experian.

10 54. In response to paragraph 54 of the Complaint, Experian states that the allegations  
11 contained therein are legal conclusions which are not subject to denial or admission. To the  
12 extent a response is required, Experian denies, generally and specifically, each and every  
13 allegation contained therein that relates to Experian.

14 55. In response to paragraph 55 of the Complaint, Experian states that the allegations  
15 contained therein are legal conclusions which are not subject to denial or admission. To the  
16 extent a response is required, Experian denies, generally and specifically, each and every  
17 allegation contained therein that relates to Experian.

18 56. In response to paragraph 56 of the Complaint, Experian admits that it obtains  
19 certain public record information from Lexis. Except as specifically admitted, Experian denies,  
20 generally and specifically, the remaining allegations contained therein.

21 57. In response to paragraph 57 of the Complaint, Experian admits that it reports some  
22 public record information in the “Public Records” section of a consumer disclosure. Except as  
23 specifically admitted, Experian denies, generally and specifically, the remaining allegations  
24 contained therein.

25 58. In response to paragraph 58 of the Complaint, Experian is without knowledge or  
26 information sufficient to form a belief as to the truth of the allegations contained therein and, on  
27 that basis, denies, generally and specifically, each and every allegation contained in paragraph 58  
28 of the Complaint.

1           59. In response to paragraph 59 of the Complaint, Experian denies, generally and  
 2 specifically, each and every allegation contained therein that relates to Experian.

3           60. In response to paragraph 60 of the Complaint, Experian denies, generally and  
 4 specifically, each and every allegation contained therein that relates to Experian.

5           61. In response to paragraph 61 of the Complaint, Experian denies, generally and  
 6 specifically, each and every allegation contained therein that relates to Experian.

7           **Class Allegations**

8           62. In response to paragraph 62 of the Complaint, Experian admits that Plaintiff seeks  
 9 to bring this action on behalf of himself and on behalf of the “Class” described in paragraph 63.  
 10 Experian denies that the proposed class satisfies the requirements of Federal Rule of Civil  
 11 Procedure 23 or is otherwise proper or legally sufficient, and further denies that this action may  
 12 properly be maintained as a class action. Experian denies, generally and specifically, the  
 13 remaining allegations contained therein.

14          63. In response to paragraph 63 of the Complaint, Experian admits that Plaintiff seeks  
 15 to bring this action on behalf of a class. Experian denies that the proposed class satisfies the  
 16 requirements of Federal Rule of Civil Procedure 23 or is otherwise proper or legally sufficient,  
 17 and further denies that this action may properly be maintained as a class action. Experian denies,  
 18 generally and specifically, the remaining allegations contained therein.

19          64. In response to paragraph 64 of the Complaint, Experian admits that Plaintiff’s  
 20 purported class excludes employees or agents of Experian or Military Star. Experian denies that  
 21 the proposed class satisfies the requirements of Federal Rule of Civil Procedure 23 or is otherwise  
 22 proper or legally sufficient, and further denies that this action may properly be maintained as a  
 23 class action. Experian denies, generally and specifically, the remaining allegations contained  
 24 therein

25          65. In response to paragraph 65 of the Complaint, Experian denies that the proposed  
 26 class satisfies the requirements of Federal Rule of Civil Procedure 23 or is otherwise proper or  
 27 legally sufficient, and further denies that this action may properly be maintained as a class action.  
 28 Experian denies, generally and specifically, the remaining allegations contained therein.

1       66. In response to paragraph 66 of the Complaint, Experian denies that the proposed  
2 class satisfies the requirements of Federal Rule of Civil Procedure 23 or is otherwise proper or  
3 legally sufficient, and further denies that this action may properly be maintained as a class action.  
4 Experian further denies that it has violated the FCRA, denies that Plaintiff or the putative class  
5 members were harmed, damaged or injured by Experian's acts, and denies that it is liable to  
6 Plaintiff or any putative class member for any alleged damages. Experian denies, generally and  
7 specifically, the remaining allegations contained therein.

8       67. In response to paragraph 67 of the Complaint, Experian admits that Plaintiff  
9 purports to seek recovery of damages and other relief on behalf of himself and putative class  
10 members. Experian denies that the proposed class satisfies the requirements of Federal Rule of  
11 Civil Procedure 23 or is otherwise proper or legally sufficient, and further denies that this action  
12 may properly be maintained as a class action. Experian further denies that it has violated the  
13 FCRA, denies that it is liable to Plaintiff or putative class members for any alleged damages, and  
14 denies that Plaintiff or putative class members are entitled to any other relief sought in the  
15 Complaint. Experian denies, generally and specifically, the remaining allegations contained  
16 therein.

17       68. In response to paragraph 68 of the Complaint, Experian denies that the disposition  
18 of putative class members' claims in a class action will provide substantial benefits to the parties  
19 or the court. Experian further denies that the proposed class satisfies the requirements of Federal  
20 Rule of Civil Procedure 23 or is otherwise proper or legally sufficient, and further denies that this  
21 action may properly be maintained as a class action. Experian denies, generally and specifically,  
22 the remaining allegations contained therein.

23       69. In response to paragraph 69 and subparts (a)-(b) of the Complaint, Experian denies  
24 that there is a well-defined community interest in the questions of law and fact involved.  
25 Experian further denies that the proposed class satisfies the requirements of Federal Rule of Civil  
26 Procedure 23 or is otherwise proper or legally sufficient, and further denies that this action may  
27 properly be maintained as a class action. Experian denies, generally and specifically, the  
28 remaining allegations contained therein.

1       70. In response to paragraph 70 of the Complaint, Experian denies that Plaintiff is  
2 typical of putative class members of the proposed class. Experian also denies that Plaintiff  
3 suffered harm as a result of Experian's conduct, and denies that Experian made an inadequate or  
4 misleading disclosure. Experian further denies that the proposed class satisfies the requirements  
5 of Federal Rule of Civil Procedure 23 or is otherwise proper or legally sufficient, and further  
6 denies that this action may properly be maintained as a class action. Experian denies, generally  
7 and specifically, the remaining allegations contained therein.

8       71. In response to paragraph 71 of the Complaint, Experian denies that Plaintiff will  
9 fairly and adequately represent and protect the interests of members of the putative class, and  
10 denies that Plaintiff does not have interests antagonistic to any putative class member. Experian  
11 further denies that the proposed class satisfies the requirements of Federal Rule of Civil  
12 Procedure 23 or is otherwise proper or legally sufficient, and further denies that this action may  
13 properly be maintained as a class action. Experian denies, generally and specifically, the  
14 remaining allegations contained therein.

15       72. In response to paragraph 72 of the Complaint, Experian denies that Plaintiff and  
16 the putative class members have suffered irreparable harm, or any harm, as a result of Experian's  
17 conduct. Experian further denies that absent a class action Plaintiff and the putative class  
18 members will continue to face the potential for irreparable harm, or any harm. Experian further  
19 denies that the proposed class satisfies the requirements of Federal Rule of Civil Procedure 23 or  
20 is otherwise proper or legally sufficient, and further denies that this action may properly be  
21 maintained as a class action. Experian denies, generally and specifically, the remaining  
22 allegations contained therein.

23       73. In response to paragraph 73 of the Complaint, Experian denies that the proposed  
24 class satisfies the requirements of Federal Rule of Civil Procedure 23 or is otherwise proper or  
25 legally sufficient, and further denies that this action may properly be maintained as a class action.  
26 Experian also states that the allegations contained therein are legal conclusions, which are not  
27 subject to admission or denial. To the extent a response is required, Experian denies, generally  
28

1 and specifically, each and every allegation contained therein. Experian denies that Plaintiff or the  
 2 putative class members are entitled to any injunctive relief against Experian.

3       74. In response to paragraph 74 of the Complaint, as to counsel's previous experience,  
 4 Experian is without knowledge or information sufficient to form a belief as to the truth of the  
 5 allegations contained therein and, on that basis, denies, generally and specifically, each and every  
 6 allegation contained therein. Experian further denies that the proposed class satisfies the  
 7 requirements of Federal Rule of Civil Procedure 23 or is otherwise proper or legally sufficient,  
 8 and further denies that this action may properly be maintained as a class action. Experian denies,  
 9 generally and specifically, the remaining allegations contained therein.

10       75. In response to paragraph 75 of the Complaint, Experian denies that a class action is  
 11 a superior method to adjudicate this controversy. Experian further denies that the proposed class  
 12 satisfies the requirements of Federal Rule of Civil Procedure 23 or is otherwise proper or legally  
 13 sufficient, and further denies that this action may properly be maintained as a class action.  
 14 Experian denies, generally and specifically, the remaining allegations contained therein.

15       76. In response to paragraph 76 of the Complaint, Experian denies that it has acted on  
 16 grounds generally applicable to the Class and that the proposed class satisfies the requirements of  
 17 Federal Rule of Civil Procedure 23 or is otherwise proper or legally sufficient, and further denies  
 18 that this action may properly be maintained as a class action. Experian denies, generally and  
 19 specifically, the remaining allegations contained therein.

20                   **FIRST CAUSE OF ACTION – NAMED PLAINTIFF AND CLASS**

21                   **EXPERIAN'S VIOLATION OF THE FAIR CREDIT REPORTING ACT**

22                   **15 U.S.C. § 1681 ET SEQ. (FCRA)**

23       77. In response to paragraph 77 of the Complaint, Experian repeats, realleges, and  
 24 incorporates by reference paragraphs 1 through 76, above, as though fully set forth herein.

25       78. In response to paragraph 78 of the Complaint, Experian denies, generally and  
 26 specifically, each and every allegation contained therein that relates to Experian.

27       79. In response to paragraph 79 of the Complaint, Experian denies, generally and  
 28 specifically, each and every allegation contained therein that relates to Experian.

1                   **SECOND CAUSE OF ACTION – NAMED PLAINTIFF ONLY**  
 2                   **EXPERIAN AND MILITARY STAR’S VIOLATION OF THE**  
 3                   **FAIR CREDIT REPORTING ACT**  
 4                   **15 U.S.C. § 1681 ET SEQ. (FCRA)**

5                 80.       In response to paragraph 80 of the Complaint, Experian repeats, realleges, and  
 6 incorporates by reference paragraphs 1 through 79, above, as though fully set forth herein.

7                 81.       In response to paragraph 81 of the Complaint, Experian denies, generally and  
 8 specifically, each and every allegation contained therein that relates to Experian. As to the  
 9 allegations in paragraph 81 of the Complaint that relate to the other defendant, Experian is  
 10 without knowledge or information sufficient to form a belief as to the truth of those allegations  
 11 and, on that basis, denies, generally and specifically, each and every remaining allegation  
 12 contained in paragraph 81 of the Complaint.

13               82.       In response to paragraph 82 of the Complaint, Experian denies, generally and  
 14 specifically, each and every allegation contained therein that relates to Experian. As to the  
 15 allegations in paragraph 82 of the Complaint that relate to the other defendant, Experian is  
 16 without knowledge or information sufficient to form a belief as to the truth of those allegations  
 17 and, on that basis, denies, generally and specifically, each and every remaining allegation  
 18 contained in paragraph 82 of the Complaint.

19               83.       In response to paragraph 83 of the Complaint, Experian denies, generally and  
 20 specifically, each and every allegation contained therein that relates to Experian. As to the  
 21 allegations in paragraph 83 of the Complaint which relate to the other defendant, Experian is  
 22 without knowledge or information sufficient to form a belief as to the truth of those allegations  
 23 and, on that basis, denies, generally and specifically, each and every remaining allegation  
 24 contained in paragraph 83 of the Complaint.

25                   **RESPONSE TO PRAYER FOR RELIEF**

26               In response to the four bulleted claims for relief on page 15 of the First Amended  
 27 Complaint under the heading “FIRST CAUSE OF ACTION – NAMED PLAINTIFF AND  
 28 CLASS EXPERIAN’S VIOLATION OF THE FAIR CREDIT REPORTING ACT 15 U.S.C.

1 § 1681 ET SEQ. (FCRA)," and the five bulleted claims for relief on page 16 of the First  
2 Amended Complaint under the heading "SECOND CAUSE OF ACTION – NAMED  
3 PLAINTIFF ONLY EXPERIAN AND MILITARY STAR'S VIOLATIONS OF THE FAIR  
4 CREDIT REPORTING ACT 15 U.S.C. § 1681 ET SEQ. (FCRA)," Experian denies, generally  
5 and specifically, that Plaintiff or the putative class members are entitled to judgment against, or  
6 any relief whatsoever—declaratory, monetary, injunctive, or otherwise—from Experian.

## **RESPONSE TO DEMAND FOR JURY TRIAL**

Experian admits that Plaintiff has demanded trial by jury on all issues so triable.

## AFFIRMATIVE DEFENSES

10 By asserting the defenses set forth below, Experian does not allege or admit that it has the  
11 burden of proof and/or the burden of persuasion with respect to any of these defenses. Nor does  
12 Experian admit that Plaintiff and the putative class members are relieved of their burden to prove  
13 each and every element of their claims and the damages, if any, to which they are entitled. As for  
14 its affirmative defenses, Experian reasserts and reincorporates as though fully set forth herein its  
15 responses, above, to the First Amended Complaint.

## **FIRST AFFIRMATIVE DEFENSE (Failure to State a Cause of Action)**

18        The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to  
19        state a claim upon which relief may be granted against Experian, and further fails to state facts  
20        sufficient to entitle Plaintiff and the putative class members to the relief sought, or to any other  
relief whatsoever from Experian.

## **SECOND AFFIRMATIVE DEFENSE (Truth/Accuracy of Information)**

23 All claims against Experian are barred because all information Experian communicated to  
24 any third person regarding Plaintiff and the putative class members was true.

### **THIRD AFFIRMATIVE DEFENSE (Indemnification)**

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff and the putative class members are the results of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

## **FOURTH AFFIRMATIVE DEFENSE (Failure to Mitigate Damages)**

Plaintiff's and the putative class members' claims and any recovery based thereon are barred in whole or in part by the failure or refusal to exercise due care and diligence to avoid loss and minimize damages allegedly sustained. Plaintiff and the putative class members therefore may not recover for losses that could have been prevented or at minimum any recovery should be reduced by the failure to mitigate

## **FIFTH AFFIRMATIVE DEFENSE (Contributory/Comparative Fault)**

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff and the putative class members were, at least in part, caused by the actions of Plaintiff, and the putative class members, and/or third parties and resulted from Plaintiff's, the putative class members', or third parties' own negligence, which equaled or exceeded any alleged negligence or wrongdoing by Experian.

## **SIXTH AFFIRMATIVE DEFENSE (Laches)**

The Complaint and each claim for relief therein are barred by laches.

## **SEVENTH AFFIRMATIVE DEFENSE (Estoppel)**

Any damages which Plaintiff and the putative class members may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff and the putative class members. Therefore, Plaintiff and the putative class members are estopped and barred from recovery of any damages.

## **EIGHTH AFFIRMATIVE DEFENSE (Waiver)**

Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.

## **NINTH AFFIRMATIVE DEFENSE (Independent Intervening Cause)**

Experian is informed and believes and thereon alleges that if Plaintiff sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

## **TENTH AFFIRMATIVE DEFENSE (Mootness)**

Plaintiff's claims are barred, in whole or in part, to the extent that the claims or relief sought are moot.

## **ELEVENTH AFFIRMATIVE DEFENSE (Improper Request for Punitive Damages)**

Plaintiff's Complaint does not allege facts sufficient to rise to the level of conduct required to recover punitive damages, and thus all requests for punitive damages are improper.

## **TWELFTH AFFIRMATIVE DEFENSE (Statute of Limitations)**

Experian is informed and believes and thereon alleges that all claims for relief in the Complaint herein are barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

## **THIRTEENTH AFFIRMATIVE DEFENSE (Unclean Hands)**

The Complaint, and each claim for relief therein that seeks equitable relief, are barred by the doctrine of unclean hands.

## **FOURTEENTH AFFIRMATIVE DEFENSE (Immunity)**

All claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

## **FIFTEENTH AFFIRMATIVE DEFENSE**

**(Settlement, Release, Res Judicata)**

Plaintiff's and the putative class members' claims against Experian are barred, in whole or in part, by the doctrine of settlement, release, and res judicata.

## **SIXTEENTH AFFIRMATIVE DEFENSE (Due Process of Law)**

Any claim for statutory, punitive, or exemplary damages violates Experian's right to due process of law under the United States Constitution.

## **SEVENTEENTH AFFIRMATIVE DEFENSE (Injunctive Relief)**

A private litigant is not entitled to injunctive relief under the FCRA.

## **EIGHTEENTH AFFIRMATIVE DEFENSE (Lack of Willfulness)**

Plaintiff's and the putative class members' claims against Experian for willful violations fail, as any violation found to have been committed by Experian were negligent rather than willful.

## **NINETEENTH AFFIRMATIVE DEFENSE (Impropriety As A Class Action)**

This action may not properly proceed as a class action under Federal Rule of Civil Procedure 23 to the extent that, among other reasons, Plaintiff's claims are not typical of the claims of each putative class member; questions of law and fact allegedly common to the putative class do not predominate over the numerous questions affecting only putative class members; a class action is not superior to other available methods for the fair and efficient adjudication of Plaintiff's claims and any claims of putative class members; Plaintiff and his counsel are unable to fairly and adequately protect the interests of the putative class members; and there are insurmountable difficulties that would be encountered in any attempt to proceed as a class action.

1                   **TWENTIETH AFFIRMATIVE DEFENSE**  
2                   **(Lack of Standing)**

3                   Plaintiff's and the putative class members' claims and any recovery based thereon are  
4                   barred in whole or in part because Plaintiff's and the putative class members' lack standing under  
5                   applicable state and federal law to bring these claims against Experian.

6                   **TWENTY-FIRST AFFIRMATIVE DEFENSE**  
7                   **(Right to Assert Additional Defenses If Class Is Certified)**

8                   Experian reserves the right to amend and supplement its affirmative defenses to include  
9                   defenses that may be applicable to other individuals if any class is certified.

10                  **TWENTY-SECOND AFFIRMATIVE DEFENSE**  
11                  **(Right to Assert Additional Defenses)**

12                  Experian hereby gives notice that it intends to rely on any additional affirmative defenses  
13                  that become available or apparent through discovery and/or the factual development in this case  
14                  or otherwise, and thus reserves the right to amend its answer to assert such additional defenses.

15                  **PRAYER FOR RELIEF**

16                  WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- 17                  (1)       That Plaintiff and the putative class members take nothing by virtue of the First  
18                  Amended Complaint herein and that this action be dismissed in its entirety;  
19                  (2)       That judgment be entered in Experian's favor and against Plaintiff and the putative  
20                  class members;

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- 1                   (3)     For costs of suit and attorneys' fees herein incurred; and  
2                   (4)     For such other and further relief as the Court may deem just and proper.

3                   DATED this 12th day of October 2017.

4

5                   By: /s/ Jennifer L. Braster

6                   Jennifer L. Braster  
7                   Nevada Bar No. 9982  
8                   1050 Indigo Drive, Suite 200  
9                   Las Vegas, NV 89145

10                  Andrew M. Cummings  
11                  (admitted pro hac vice)  
12                  CA State Bar No. 305081  
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17                  acummings@jonesday.com

18

19                  *Attorneys for Defendant Experian Information*  
20                  *Solutions, Inc.*

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**CERTIFICATE OF SERVICE**

Pursuant to Federal Rule of Civil Procedure 5(b), I hereby certify that I am an employee of NAYLOR & BRASTER and that on this 12th day of October 2017, I caused the document **DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT AND JURY DEMAND** to be served through the Court's CM/ECF system addressed to:

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*Attorneys for Plaintiff*

/s/ Jennifer L. Braster  
An Employee of NAYLOR & BRASTER